

EXHIBIT "9"

DOC # 2006-0157604

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Freeman, Freeman and Smiley, LLP
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2 Park Plaza, Suite 1245
Irvine, California 92614

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**MODIFICATION OF CONSTRUCTION DEED OF TRUST
AND ASSIGNMENT OF RENTS**
(Land Loan and Revolving Loan)
(Roripaugh Ranch)

31



DATE: February 14, 2006

PARTIES: Trustor: ASHBY USA, LLC,
a California limited liability company

Trustor Address: c/o Fiesta Development
470 East Harrison Street
Corona, California 92879

Beneficiary: OHIO SAVINGS BANK,
a federal savings bank

Beneficiary Address: 200 Ohio Savings Plaza
1801 East Ninth Street
Cleveland, Ohio 44114

RECORDING
DATA:

Deed of Trust: Construction Deed of Trust, Assignment of Rents,
Security Agreement and Fixture Filing (Land Loan
and Revolving Loan) (Roripaugh Ranch), dated
August 29, 2005 ("Deed of Trust"), by Trustor, as
trustor, for the benefit of Beneficiary, as beneficiary,
recorded on September 2, 2005 as Instrument No.
2005-0730193, in the Official Records of Riverside
County, California.

Assignment of Rents: Assignment of Rents and Leases and Agreements
Affecting Real Estate (Roripaugh Ranch), dated
August 29, 2005 ("Assignment"), by Trustor, as

assignor, in favor of Beneficiary, as assignee, recorded on September 2, 2005 as Instrument No. 2005-0730194, in the Official Records of Riverside, California.

FOR VALUE RECEIVED, IT IS AGREED AS FOLLOWS:

1. The Land Loan and the L/C Loan defined as the "Loan" and the Land Note and the L/C Note defined as the "Note" in the recitals of the Deed of Trust, the Loan Agreement defined as the "Agreement" in Paragraph D on page 2 of the Deed of Trust, and other indebtedness and obligations secured by the Deed of Trust, have been modified by that Modification Agreement of even date herewith between Trustor and Beneficiary (the "Modification Agreement"). All references in the Deed of Trust to the Loan, the Note and the Agreement are hereby amended to be references to the Loan, Note and the Agreement as modified by the Modification Agreement.

2. Pursuant to the Modification Agreement, among other things, the principal amount of the L/C Loan has been increased to up to \$8,005,000.00 and the L/C Note has been replaced by that certain Replacement Deed of Trust Note (Letter of Credit) (Roripaugh Ranch) of even date herewith (the "Replacement L/C Note"), executed by Trustor, in the original principal amount of up to \$8,005,000.00. Paragraph B on page 2 of the Deed of Trust is hereby amended in its entirety to read as follows:

"A. In consideration for a loan in the amount of up to Eight Million Five Thousand and No/One-hundredths Dollars (\$8,005,000.00) ("L/C Loan") made by Beneficiary to Trustor, Trustor has executed and delivered to Beneficiary a certain Replacement Deed of Trust Note (Letter of Credit) dated February 14, 2006 in the principal amount of the L/C Loan as aforesaid (the "L/C Note"), which L/C Note accrues interest at a variable rate as provided therein, the terms of which are incorporated herein by this reference."

All references in the Deed of Trust to the L/C Loan and the L/C Note are hereby amended to be references to the L/C Loan and L/C Note as modified and replaced by the Modification Agreement and the Replacement L/C Note.

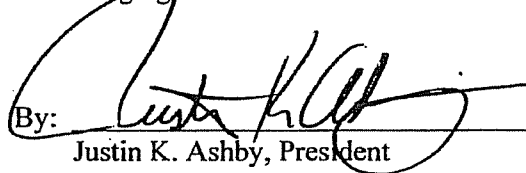
3. All references in the Assignment to the L/C Loan, the L/C Note, and the Agreement are hereby amended to be references to the L/C Loan, the L/C Note, and the Agreement as modified and replaced by the Modification Agreement and the Replacement L/C Note.

4. All terms and provisions of the Deed of Trust and the Assignment shall remain in full force and effect except as specifically modified herein.

IN WITNESS WHEREOF, these presents have been executed this 14th day of February, 2006.

ASHBY USA, LLC,
a California limited liability company

By: Ashby Development Company, Inc., a
California corporation,
Its Managing Member

By: 
Justin K. Ashby, President

TRUSTOR

OHIO SAVINGS BANK, a federal savings bank

By: _____
Name: _____
Title: _____

BENEFICIARY

IN WITNESS WHEREOF, these presents have been executed this 14th day of February, 2006.

ASHBY USA, LLC,
a California limited liability company

By: Ashby Development Company, Inc., a
California corporation,
Its Managing Member

By: _____
Justin K. Ashby, President

TRUSTOR

OHIO SAVINGS BANK, a federal savings bank

By: *Victor P. Bessette*
Name: *Victor P. Bessette*
Title: *Vice President*

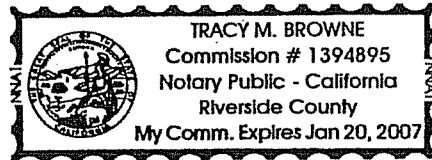
BENEFICIARY

STATE OF CALIFORNIA)
) ss
COUNTY OF Riverside)

On February 24, 2006, before me, Tracy M. Browne, a Notary Public in and for said State, personally appeared Justin K. Ashby, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Tracy M Browne
Signature



STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On February __, 2006, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

501151 4

4 Modification of Const.
Deed of Trust & Asgmt.
of Rents

